

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

TRIVIUM ALUMINUM PACKAGING  
USA CORPORATION  
1 Performance Place  
Youngstown, Ohio 44502,

Plaintiff,

VS.

BENEFICIAL BLENDS, LLC,  
6005 Benjamin Road  
Tampa, Florida 33634

Registered Agent: Michael H. Robbins  
c/o Shumaker Loop & Kendrick LLP  
101 East Kennedy Boulevard, Suite 2800  
Tampa, Florida 33602

Defendant.

Plaintiff Trivium Aluminum Packaging USA Corporation (“Trivium”), by and through its counsel, files this action against Beneficial Blends, LLC (“Beneficial Blends”), and states as follows:

**PARTIES**

1. Trivium is a corporation organized and existing under the laws of Ohio and with its principal place of business in Youngstown, Ohio.

2. Beneficial Blends is a limited liability company organized and existing under the laws of Florida and with its principal place of business at 6005 Benjamin Road, Tampa, Florida 33634. Upon information and belief, no member of Beneficial Blends is a citizen of Ohio.

## **JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over this action under 28 U.S.C. §

1332(a), because this action is between citizens of different states and the amount of controversy, exclusive of interest and costs, exceeds \$75,000.

4. This Court has personal jurisdiction over Beneficial Blends because Beneficial Blends regularly conducts business in this District, has minimum contacts in this District, and consented to jurisdiction in this District in the applicable terms and conditions (“Terms and Conditions”). The Terms and Conditions are attached as **Exhibit A**.

5. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claim occurred in this District and the parties agreed to venue in this District in the Terms and Conditions.

#### **FACTUAL BACKGROUND**

6. Beneficial Blends is a turn-key manufacturer of food, beverage, dietary supplements, cosmetics, aromatherapy and CBD products for food services and retailers nationwide.

7. Trivium is a manufacturer of packaging solutions for a wide variety of uses ranging from food and beverage to pharmaceuticals and beauty products.

8. During April 2022, Beneficial Blends purchased packaging solution products (“Products”) from Trivium by contacting Trivium and placing orders.

9. Trivium fulfilled the orders by shipping the ordered Products to Beneficial Blends.

10. At all relevant times, Beneficial Blends received and accepted the Products.

11. When Trivium shipped the Products pursuant to the orders, Trivium generated and delivered invoices (collectively, “Invoices”) to Beneficial Blends for the agreed price of the Products. A true and accurate copy of unpaid Invoices are attached hereto as **Exhibit B** and incorporated herein.

12. Both the Invoices and Terms and Conditions contain a payment term requiring payment within thirty (30) days.

13. Despite Trivium's demands for payment, Beneficial Blends has failed to pay Trivium for the Products within the various thirty-day payment periods.

14. Pursuant to the Terms and Conditions, "[a]ny amount not received by Trivium on, or before, the due date pursuant to the Terms shall, at the option of Trivium, bear interest, from and after said due date until the sum is received by Trivium, at an interest rate equal to 1.5% per month, prorated daily." Ex. A, ¶ 3.

15. Beneficial Blends has failed to pay the Invoices in accordance with their terms. Beneficial Blends presently owes Trivium \$125,951.67, plus interest, for the Products.

16. As of the filing of this Complaint, Trivium is entitled to recovery from Beneficial Blends of \$125,951.67, plus interest, court costs, and such other relief as allowable by law.

**COUNT ONE  
BREACH OF CONTRACT**

17. Trivium incorporates by reference the statements and allegations previously set forth in its Complaint as if fully rewritten herein.

18. As alleged above, Trivium entered into a valid and enforceable contract wherein Beneficial Blends agreed to payment in exchange for the manufacture and delivery of custom-made goods by Trivium.

19. Trivium has timely and fully performed all of its obligations under the contract with Beneficial Blends.

20. Beneficial Blends has breached its contractual obligations to Trivium by failing to pay for the Products in accordance with the terms of the Invoices.

21. As a result of Beneficial Blends' breach, Trivium has incurred damages and is entitled to receive from Beneficial Blends at least \$125,951.67, plus interest, court costs, and such other relief as allowable by law.

**COUNT TWO  
ACTION ON ACCOUNT**

22. Trivium incorporates by reference the statements and allegations previously set forth in its Complaint as if fully rewritten herein.

23. Beneficial Blends is indebted to Trivium on an account evidenced by the Invoices (the "Account").

24. Beneficial Blends received Trivium's Invoices without objection or protest.

25. Beneficial Blends has failed to pay the balance owed on the Account despite multiple requests for payment.

26. Beneficial Blends owes Trivium not less than \$125,951.67 on the Account, plus interest, court costs, and such other relief as allowable by law.

**COUNT THREE  
UNJUST ENRICHMENT**

27. Trivium incorporates by reference the statements and allegations previously set forth in its Complaint as if fully rewritten herein.

28. In reliance on the orders and prior history of dealings with Beneficial Blends, Trivium delivered the Products to Beneficial Blends with a reasonable expectation of receiving payment.

29. Trivium's reliance on the orders and prior history of dealings between the parties was reasonable.

30. The Products sold and invoiced by Trivium to Beneficial Blends for which Beneficial Blends has failed to pay have an aggregate reasonable value of at least \$125,951.67, plus interest.

31. Beneficial Blends has benefited, to Trivium's detriment, from Trivium's delivery of the Products and Beneficial Blends' failure to pay for the Products. Beneficial Blends has been unjustly enriched as a result.

32. As a direct and proximate cause of Beneficial Blends' unjust enrichment, Trivium has been damaged in the amount of \$125,951.67, plus interest, court costs, and such other relief as allowable by law.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests that this Court enter judgment against Beneficial Blends on each of the Counts set forth above as follows:

1. \$125,951.67; plus
2. Interest at a rate of 1.5% per month; plus
3. Trivium's actual attorney's fees in this action, in an amount to be proven at trial; plus
4. Prejudgment interest at the maximum rate permitted by law; plus
5. Postjudgment interest at the maximum rate permitted by law; plus
6. Costs and all other fees of this action; plus
7. Such other and further relief in law or equity in which Trivium may be entitled.

Respectfully submitted,

/s/ Nora K. Cook

NORA K. COOK (0086399)

JOHN DAGON (0098128)

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*Attorneys for Plaintiff Trivium Aluminum  
Packaging USA Corporation*

**JURY DEMAND**

Plaintiff Trivium Aluminum Packaging USA Corporation demands trial by the maximum number of jurors permitted by law.

Respectfully submitted,

*/s/ Nora K. Cook*

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Packaging USA Corporation*